

which case we will use the harvested production. If you do not continue to care for the crop, our appraisal made prior to deferring the claim will be used to determine the production to count;

(2) All harvested production marketed as fresh packed fruit from the insurable acreage; and

(3) All citrus that was disposed of or sold without an inspection or written consent.

(d) Any production will be considered marketed or marketable as fresh packed fruit unless, due solely to insured causes, such production was not marketed or marketable as fresh packed fruit.

(e) Citrus that cannot be marketed as fresh packed fruit due to insurable causes will not be considered production to count.

(f) If we determine that frost protection equipment was not properly utilized or not properly reported, the indemnity for the unit will be reduced by the percentage of premium reduction allowed for frost protection equipment. You must, at our request, provide us records showing the start-stop times by date for each period the frost protection equipment was used.

12. Written Agreement

Designated terms of this policy may be altered by written agreement in accordance with the following:

(a) You must apply in writing for each written agreement no later than the sales closing date, except as provided in section 12(e);

(b) The application for written agreement must contain all terms of the contract between you and us that will be in effect if the written agreement is not approved;

(c) If approved, the written agreement will include all variable terms of the contract, including, but not limited to, crop type or variety, the guarantee, premium rate, and price election;

(d) Each written agreement will only be valid for one year (If the written agreement is not specifically renewed the following year, insurance coverage for subsequent crop years will be in accordance with the printed policy); and

(e) An application for written agreement submitted after the sales closing date may be approved if, after a physical inspection of the acreage, it is determined that no loss has occurred and the crop is insurable in accordance with the policy and written agreement provisions.

[61 FR 44147, Aug. 28, 1996]

PART 458—SPECIAL CALIFORNIA CROP INSURANCE REGULATIONS

Subpart—Regulations for the 1992 through 1994 Crop Years

Sec.

458.1 Availability of Special California citrus crop insurance.

458.2 Premium rates, production guarantees, coverage levels, and prices at which indemnities shall be computed.

458.3 OMB control numbers.

458.4 Creditors.

458.5 Good faith reliance on misrepresentation.

458.6 The contract.

458.7 The application and policy.

AUTHORITY: 7 U.S.C. 1506, 1516.

SOURCE: 56 FR 30490, July 3, 1991, unless otherwise noted.

§ 458.1 Availability of Special California citrus crop insurance.

Insurance shall be offered under the provisions of this subpart on citrus in California counties within limits prescribed by and in accordance with the provisions of the Federal Crop Insurance Act, as amended. The counties shall be designated by the Manager of the Corporation from those approved by the Board of Directors of the Corporation.

§ 458.2 Premium rates, production guarantees, coverage levels, and prices at which indemnities shall be computed.

(a) The Manager shall establish premium rates, production guarantees, coverage levels, and prices at which indemnities shall be computed for California citrus which will be included in the actuarial table on file in the applicable service offices for the county.

(b) At the time of application, the applicant will select the coverage level (50%, 65%, or 75%) for the 1993 and 1994 crop years. The coverage level for the 1992 crop year will be level 1 (50%). The price selection for the 1992 crop year will be established by the actuarial tables for the applicable type for the crop year.